

Wells G + H.
11.9
Wildwood Cars.
Corp.

March 14, 1988

Ms. Barbara Newman, Project Manager
Massachusetts Superfund Section
Waste Management Division
U. S. Environmental Protection Agency
J.F.K. Building, HRS-CAN-2
Boston, MA 02203

Re: Request for Information Pursuant to Section 104 of
CERCLA and Section 3007 of RCRA, for certain activities
occurring at the Wildwood Conservation Corporation
property and the Wedel Corporation property, located on
Salem Street in Woburn, Massachusetts, referred to as
"the Facility"

Dear Ms. Newman:

The following is the response, in accordance with an agreement with Ms. Gretchen Muench, to certain of the questions in the Request for Information directed to Donald Kelly, Chairman, Beatrice Foods Corp., dated February 22, 1988. Please note that Beatrice Foods Co. no longer exists. Pursuant to an agreement with Gretchen Muench, the Information Request will be treated as if it had been directed to Beatrice Company. The corporate relationships have been outlined by separate letter to Ms. Muench.

Without waiving additional objections to the questions which it is not answering in this response, Beatrice Company objects to the instruction contained in the Information Request purporting to impose upon Beatrice an obligation of indefinite duration to supplement this response should any information not presently known or available to Beatrice become known or available at any time in the future. Beatrice contests EPA's authority to impose such an undue and continuous burden upon Beatrice Company. Should EPA make a specific request for supplementation at any time after receiving this response, Beatrice Company will respond appropriately.

Beatrice Company also objects to the definition of the terms "you" and "respondent" insofar as it purports to include

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contractors of Beatrice. "Contractors" are by definition not agents or employees of Beatrice. Beatrice Company further objects to the definition of the term "materials" as vague and overbroad. As defined, the term "materials" literally encompasses any tangible substance.

Beatrice further does not interpret the requests as requiring it to identify further Woodward-Clyde or its employees, a contractor retained by Beatrice Foods Co.'s counsel, which has previously supplied the EPA with information and reports regarding the property now owned by the Wildwood Conservation Corp.

Question No. 1: Identify the person(s) answering these Questions on behalf of Respondent.

Response No. 1: These questions were answered by Carol Coghlan Gavin, Senior Litigation Counsel, Beatrice Company, with the assistance of counsel. Ms. Gavin's addresses are as follows:

Business: 2 North LaSalle Street
Chicago, Illinois 60602
(312) 558-4033

Home: 9607 South Oakley
Chicago, Illinois 60643
(312) 233-1060

Question No. 2: For each and every Question contained herein, identify all persons consulted in the preparation of the answer.

Response No. 2: Questions 1, 2, 3, 4, 8, 9, 10, 13, 22, 23, 24, 25, 26: Carol Coghlan Gavin (see Answer to Question 1).

Question 21: W. Michael Flaharty, Claims Manager, Beatrice Company.

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Question No. 3: For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer and provide true and accurate copies of all such documents.

Response No. 3: Beatrice objects to identifying the documents as being unnecessary and unduly burdensome. Instead, Beatrice will furnish copies of documents consulted, examined or referred to with this response, if located, or at a later time after they have been located.

Question No. 4: List the EPA RCRA Identification Numbers of the Respondent, if any.

Response No. 4: Beatrice does not have any EPA RCRA Identification Numbers relating to the Facility.

Question No. 8: Identify all prior owners of the Facility.

Response No. 8: The Wildwood Conversation Corporation property and the Wedel Corporation property were both owned by the John J. Riley Company prior to acquisition by Beatrice. Beatrice believes that the Wildwood Conservation property was owned by the City of Woburn prior to its acquisition by the John J. Riley Company. Prior to ownership by the John J. Riley Company, Beatrice believes that the Wedel property was owned by John Reardon & Sons and John Akeson.

Question No. 9: Identify the dates of ownership by you of the Facility.

Response No. 9: On or about December 28, 1978, the John J. Riley Company, a Massachusetts Corporation, was merged with and into Beatrice Foods Co. pursuant to an Agreement and Plan of

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Reorganization dated August 24, 1978. A copy of the Agreement is attached. On January 1, 1983, Beatrice Foods Co. sold the various assets of its John J. Riley Co. division. A copy of the Asset Purchase Agreement is attached.

Question No. 10: Identify all operators and lessors during the period you owned the Facility.

Response No. 10: John J. Riley Company, a division of Beatrice Foods Co., operated the tannery. Office space may have been leased to Amdur Leather Co., Braude Brothers Tanning Co. and/or Moran Leather Co.

Question No. 13: Describe the nature of the business that occurred at the Facility during the time you owned it.

Response No. 13: There was no business conducted on the property owned by Wildwood Conservation Corp. The nature of the business at the tannery was the tanning of cowhides.

Question No. 21: Identify all liability insurance policies held by Respondent. In identifying such policies, state:

- a. The name and address of each insurer and of the insured;
- b. The amount of coverage under each policy;
- c. The commencement and expiration dates for each policy;
- d. Whether or not the policy contains a "pollution exclusion" clause; and
- e. Whether or not the policy covers sudden, nonsudden or both types of accidents.

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In lieu of providing this information, you may submit complete copies of all insurance policies that may cover the release or threatened release of hazardous materials.

Response No. 21: Attached is a list of liability insurance policies currently owned by Beatrice Company and a list of those policies owned during the period December 28, 1978 - January 1, 1983. Copies of the primary and first layer excess policies which have been located are being supplied herewith. Beatrice is providing these policies and the information contained therein under a claim of confidentiality pursuant to all applicable statutes and regulations. If the EPA requests additional policies, Beatrice will provide copies to the extent they are available.

Question No. 22: Provide all financial statements for the past five fiscal years, including, but not limited to, those filed with the Federal and State Internal Revenue Service and Securities and Exchange Commission.

Response No. 22: Beatrice objects to providing all financial statements on the grounds of undue burden. Beatrice has attached Forms 10-K for fiscal years 1983, 1984, 1985, 1986 and 1987; Form 10-Q for the quarter ending 8/31/87; and Form 8-K dated July 2, 1987. Beatrice will submit any financial statements filed with the State and Federal Internal Revenue Service after they have been located, if requested.

Question No. 23: Identify all of Respondent's current assets and liabilities and the person(s) who currently own or are responsible for such assets and liabilities.

Response No. 23: This information is contained in the documents provided in response to Questions No. 22 and No. 26.

Question No. 24: Identify all subsidiaries and parent corporations of Respondent.

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Response No. 24: There are no parent corporations. See the attached list of current subsidiaries of Beatrice Company. The shareholders of Beatrice Company are on a separate list, also attached.

Question No. 25: Provide a copy of the most current Articles of Incorporation and By-Laws of Respondent.

Response No. 25: See attached copies of Articles of Incorporation and By-Laws.

Question No. 26: Identify the managers and majority shareholders of Respondent and the nature of their management duties or amount of shares held respectively.

Response No. 26: See answer to Question No. 24 for list of shareholders. A list of the current officers is attached.

BY-LAWS

OF

BEATRICE COMPANY

(Originally Incorporated Under
the Name of KB Parent Corporation)

ARTICLE I

MEETING OF STOCKHOLDERS

Section 1. Place of Meeting and Notice. Meetings of the stockholders of the Corporation shall be held at such place either within or without the State of Delaware as the Board of Directors may determine.

Section 2. Annual and Special Meetings. Annual meetings of stockholders shall be held, at a date, time and place fixed by the Board of Directors and stated in the notice of meeting, to elect a Board of Directors and to transact such other business as may properly come before the meeting. Special meetings of the stockholders may be called by the President for any purpose and shall be called by the President or Secretary if directed by the Board of Directors or requested in writing by the holders of not less than 25% of the capital stock of the Corporation. Each such stockholder request shall state the purpose of the proposed meeting.

Section 3. Notice. Except as otherwise provided by law, at least 10 and not more than 60 days before each meeting of stockholders, written notice of the time, date and place of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder.

Section 4. Quorum. At any meeting of stockholders, the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting shall have power to adjourn the meeting from time to time until a quorum is present.

Section 5. Voting. Except as otherwise provided by law, all matters submitted to a meeting of stockholders shall be decided by vote of the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock.

ARTICLE II

DIRECTORS

Section 1. Number, Election and Removal of Directors. The number of Directors that shall constitute the Board of Directors shall be not less than one nor more than fifteen. The first Board of Directors shall consist of one Director. Thereafter, within the limits specified above, the number of Directors shall be determined by the Board of Directors or by the stockholders. The Directors shall be elected by the stockholders at their annual meeting. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum, or by the sole remaining Director or by the stockholders. A Director may be removed with or without cause by the stockholders.

Section 2. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors or as may be specified in a notice of meeting. Special meetings of the Board of Directors may be held at any time upon the call of the President and shall be called by the President or Secretary if directed by the Board of Directors. Telegraphic or written notice of each special meeting of the Board of Directors shall be sent to each Director not less than two days before each meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of the stockholders. Notice need not be given of regular meetings of the Board of Directors.

Section 3. Quorum. One-third of the total number of Directors shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until such a quorum is present. Except as otherwise provided by law, the Certificate of Incorporation of the Corporation, these By-Laws or any contract or agreement to which the Corporation is a party, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees, including without limitation an Executive Committee, to have and

exercise such power and authority as the Board of Directors shall specify. In the absence of disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another Director to act at the meeting in place of any such absent or disqualified member.

ARTICLE III

OFFICERS

The officers of the Corporation shall consist of a President, a Secretary, a Treasurer and such other additional officers with such titles as the Board of Directors shall determine, all of whom shall be chosen by and shall serve at the pleasure of the Board of Directors. Such officers shall have the usual powers and shall perform all the usual duties incident to their respective offices. All officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any officer of the Corporation may be suspended by the President with or without cause. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

ARTICLE IV

INDEMNIFICATION

The Corporation shall indemnify each person (which term, as used herein, shall include his heirs, executors and administrators) who is or was an officer or director of the Corporation or whom the Corporation has agreed to indemnify to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time. To assure indemnification under this provision of all such persons who are or were "fiduciaries" of an employee benefit plan governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974", as amended from time to time (the "Act"), Section 145 shall, for this purpose, be interpreted as follows: an "other enterprise" shall be deemed to include an employee benefit plan; the Corporation shall be deemed to have requested a person to serve an employee benefit plan where the performance by the person of his duties to the Corporation also imposes duties on, or otherwise involves services by, the person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to

an employee benefit plan pursuant to the Act shall be deemed "fines"; and action taken or omitted by a person with respect to an employee benefit plan in the performance of the person's duties for a purpose reasonably believed by the person to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Corporation.

ARTICLE V

GENERAL PROVISIONS

Section 1. Notices. Whenever any statute, the Certificate of Incorporation or these By-Laws require notice to be given to any Director or stockholder, such notice may be given in writing by mail, addressed to such Director or stockholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. Such notice shall be deemed to have been given when it is deposited in the United States mail. Notice to Directors may also be given by telegram.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board of Directors.



July 1, 1986

Barbara Newman, Project Officer
Waste Management Division, HRS-1903
U.S. Environmental Protection Agency
JFK Federal Building
Boston, Massachusetts 02203

Re: Request for Information pursuant to Section 3007 of the Resource Conservation and Recovery Act, and Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act, pertaining to the Wells G&H Superfund Site, Woburn, Massachusetts.

Dear Ms. Newman:

The data requested in the referenced "104 Letter" is presently being obtained from Cambridge Analytical Associates and will be forwarded to Mr. James Stuart, Esq., who represents our client.

Mr. Stuart will forward the information to you and I believe he has already provided an estimated date when you should expect to receive it.

If I can be of any further assistance, please call.

Sincerely,

GERAGHTY & MILLER, INC.

Ellis Koch
Associate

EK:dt

cc: James Stuart, Esq.

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

65 LIVINGSTON AVENUE

ROSELAND, NEW JERSEY 07068

TELEPHONE (201) 992-8700

TELECOPIER (201) 992-5820

SOMERVILLE OFFICE

TELEPHONE (201) 526-3300

March 26, 1987

ALAN V. LOWENSTEIN
RICHARD M. SANDLER
BENEDICT M. KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
JOHN D. SCHUPPER
STEPHEN N. DERMER
MICHAEL L. RODBURG
ALLEN B. LEVITHAN
R. BARRY STIGER

GREGORY B. REILLY
PETER H. EHRENBURG
HOWARD S. DENBURG
STEVEN B. FUERST
THEODORE V. WELLS, JR.
GERALD KROVATIN
RICHARD D. WILKINSON
ALAN WOVSANIKER
KENNETH J. SLUTSKY
DAVID L. HARRIS
ZULIMA V. FARBER
WILLIAM P. MUNDAY
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NORMAN W. SPINDEL
OF COUNSEL

LEE HILLES WERTHEIM
DANIEL J. BARKIN
GEORGE J. MAZIN
SUSAN A. FEENEY
JAMES STEWART
EDWARD A. HOGAN
ROBERT L. KRAKOWER
STUART S. YUSEM
KEVIN KOVACS
KEITH H. ANSBACHER
LAURA R. KUNTZ
ROBERT D. CHESLER
KATHLEEN A. DOCKRY
JOY M. MERCER
JOHN L. BERGER
ELIZABETH GASSER
LEE ANNE GRAYBEAL
PHYLLIS F. PASTERNAK
RICHARD NIEMIEC
BARBARA H. ISRAEL
FREDDA G. KATCOFF
LAURA ANNE CHIP
JOANNE M. CALANDRA
WANDA C. DOUGLAS
MICHAEL M. DICICCO
MARY-LYNNE RICIGLIANO
LUCINDA P. LONG
DEBORAH R. FELDMAN
KATHERINE HERAS

DAVID A. MEBANE
MARY C. O'CONNELL
STEPHEN H. SKOLLER
DAVID W. FIELD
DENISE E. GRIGGS
MARY JO REICH
NINA LASERSON DUNN
SANDRA SHULMAN GREENSTEIN
MARTHA L. LESTER
FRANK PERETORE
LINDA PICKERING
CAROL A. SURGENS
ROSALIND KENDELLEN
MICHAEL O'B. BOLDT
JESSICA R. NACHEMAN
MICHAEL D. SCOTT
ROCHELLE GALIBER
SOLOM L. KANDEL
VAL MANDEL
PAUL C. PAWLOWSKI
RUSSELL PASSAMANO
ANTHONY J. REITANO
HOWARD A. TEICHMAN
LAWRENCE M. CZAPLEWSKI
DAVID B. GELFARB
ROBERT G. MINION
MATTHEW J. BRENNAN
KAREN GAYNOR KILLEEN
DEBBIE KRAMER GREGG

Heather Gray Torres
United States Environmental Protection Agency
Region I
J.F. Kennedy Federal Building
Boston, MA 02203

Re: Beatrice Foods, Inc.

Dear Ms. Torres:

Pursuant to your request of February 9, 1987,
enclosed please find a copy of Exhibit "K" to the Jan-
uary 6, 1983 assest Purchase Agreement between Beatrice
Foods, Inc. and John J. Riley Company, Inc.

I apologize for the delay.

Very truly yours,

Tema S. Feder
Legal Assistant

TSF/nm
Enclosure
cc: James Stewart, Esq.

EXHIBIT K
LITIGATION

1. Anne Anderson et als. v. Cryovac, Inc. et als., U.S. District Court, No. 82-1672-S:

On or about May 14, 1982, 26 members of six families residing in Woburn, Massachusetts filed an action against Beatrice Foods Co. ("Beatrice") and Beatrice's John J. Riley Co. Division ("Riley") seeking any unspecified amount of damages as well as permanent injunctive relief under the common law of Massachusetts. In this lawsuit, the plaintiffs allege that, as a result of Beatrice's negligence, drinking water wells were contaminated. Plaintiffs seek to recover from Beatrice under Massachusetts common law theories of negligence and nuisance. Four of the plaintiffs are deceased and the representatives of their estates seek to recover for wrongful death and conscious pain and suffering.

Suit was initially filed in the Middlesex County Superior Court for Massachusetts. It was removed to the federal district court for the district of Massachusetts. Beatrice has answered by generally denying allegations of the complaint and asserting numerous affirmative defenses. Beatrice's co-defendants have filed a motion to dismiss based on Fed. R. Civ. P. 11.

This lawsuit is still in the initial stage of discovery.

2. Braude Brothers Tanning Corp. v. Beatrice Foods Co., et al., U.S. District Court, No. 81-1846-N (D. Mass. 1981):

On or about July 21, 1981, a contract tanner and customer of the John J. Riley Company filed an action against Beatrice, Pfister and Vogel Tanning Company, Riley and four Beatrice employees, seeking an unspecified amount of damages (trebled or doubled, if appropriate) as well as preliminary and permanent injunctive relief under the Federal antitrust laws, various Massachusetts. In this lawsuit, the plaintiff alleges that Beatrice's acquisition of Riley and its decision to phase out processing leather for the plaintiff constitutes an unlawful contract, combination or conspiracy in restraint of trade under Section 1 of the Sherman Act, 15 U.S.C. §1; an unlawful abuse of monopoly power under Section 2 of the Sherman Act, 15 U.S.C. §2; and an unlawful acquisition or merger having the effect of substantially lessen competition in the relevant markets under Section 7 of the Clayton Act, 15 U.S.C. §18. The plaintiff also alleges that the defendants are liable for misappropriation of trade secrets under Mass. Gen. L. ch. 93 §42, unfair and deceptive acts and practices under Mass. Gen. L. ch. 93A §§2 and 11, and breach of contract, tortious interference with contractual relations, tortious interference with advantageous relations and deceit under Massachusetts common law.

The defendants have answered by generally denying the allegations of the complaint and have asserted numerous affirmative defenses.

This lawsuit is still in the initial stage of discovery.

3. Seller has been advised in writing of a claim for alleged breach of contract (refusal to serve as a contract tanner) by counsel for Amdur Leather Co. dated as of December 23, 1981, although no further action has been taken with respect to such claim by Amdur. Moran Leather Co., another supplier, potentially has a similar claim although Seller has received no oral or written notice from Moran of its intention to make such a claim.

4. See attached.

WORKMEN'S COMPENSATION AND OTHER
ACCIDENT CLAIMS PENDING AS OF
NOVEMBER 30, 1982

<u>Name of Claimant</u>	<u>Date of Accident</u>
Anderson, Anne	5-1-79
, Christine	5-1-79
, Charles	5-1-79
, James	5-1-79
Gamache, Ronald L.	5-1-79
, Amy	5-1-79
, Todd L.	5-1-79
, Kathryn	5-1-79
Kane, Kevin	5-1-79
, Margaret	5-1-79
, Kathleen	5-1-79
, Timothy	5-1-79
, Kevin, Jr.	5-1-79
, Patricia	5-1-79
Robbins, Donna L.	5-1-79
, Kevin	5-1-79
, Carl W., III	5-1-79
Toomey, Richard J.	5-1-79
, Mary Eileen	5-1-79
, Sheila	5-1-79
, Patrick	5-1-79
, Mary J.	5-1-79
Zona, Pat	5-1-79
, Ronald	5-1-79
, Ann	5-1-79
, John	5-1-79
, Michael	5-1-79
, Joan M.	5-1-79
Horne, Wilbert	10-12-79
McFarland, Richard	6-9-81
Acebido, Fred R.	4-21-81
Cipollo, John J.	5-4-81
Flaherty, Michael P.	6-15-81
Flaherty, Peter J.	8-4-81
Foley, Thomas X	5-26-82
Garvey, Sr., Kenneth	7-9-82
Moore, James B.	8-24-82
Corby, Joseph G.	6-29-82
Castillo, Alfonso	8-31-82
Killilea, Kenneth W.	8-5-82
Etheridge, John W.	8-23-82

(21)

AFFIDAVIT #1

COMMONWEALTH OF MASSACHUSETTS

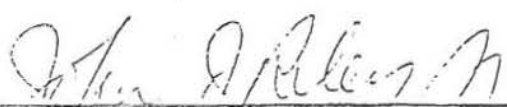
COUNTY OF SUFFOLK

I, John J. Riley, Jr., having been duly sworn, declare and say that:

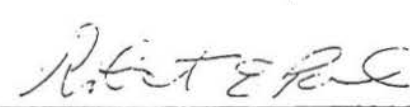
1. I am familiar with the registered land described in Certificate of Titles Nos. 157009 and 157070 and the unregistered land shown on a plan of land recorded with Middlesex South District Registry of Deeds in Book 10186, Page 393, said land being situated in Woburn in the County of Middlesex, Commonwealth of Massachusetts; and
2. There are no tenants, lessees or parties in possession affecting the aforementioned premises other than Braude Brothers Tanning Corporation, Braude Peabody Corporation and Moran Leather Company.
3. I know of no work which would entitle anyone to claim a mechanics' or materialmen's lien with regard to the aforementioned premises.
4. That all bills which could become liens pursuant to M.G.L.A. Chapter 551 of the Acts of 1980 (Municipal Lighting Plants - Real Estate Liens) have been paid.

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

EXECUTED AS A SEALED INSTRUMENT THIS 6th DAY OF January, 1983.


Subscribed and sworn to before me on this 6th day of

January, 1983.


Notary Public

My commission expires: 1/30/86

AFFIDAVIT

I, A. Jerome Becker, having been duly sworn according to law, depose and say as follows:

1. That I am the Assistant Vice President of Beatrice Foods Co., a Delaware corporation with an usual place of business at 100 South LaSalle Street, Chicago, Cook County, Illinois, and have knowledge of the assets of the corporation; and
2. That the four parcels of registered land and one parcel of unregistered land in Woburn, Middlesex County, Massachusetts conveyed by the corporation to John V. Riley, Jr. and Diana W. Riley by deed dated January 6, 1983, and the three parcels of registered land in said Woburn to be conveyed by the corporation to Wildwood Conservation Corporation did not and do not comprise all or substantially all of the assets of the corporation in The Commonwealth of Massachusetts, and that the corporation owns other assets in the Commonwealth, including other real estate.

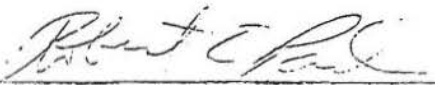


THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 6, 1983

Subscribed and sworn to, before me,


Notary Public

My commission expires: 1/14/86

AGREEMENT

100-3-713

THE PARTIES to this Agreement are

BayBank Middlesex (hereinafter, the "Bank"), a
Massachusetts trust company with its principal office
at Seven New England Executive Park, Burlington,
Massachusetts,

and

Beatrice Foods Co. (hereinafter, the "Creditor"), a
Delaware corporation with its principal offices at Two
North LaSalle Street, Chicago, Illinois

and enter this Agreement in consideration of the mutual covenants
contained herein and benefits to be derived herefrom,

WITNESSETH:

1. The Bank has been granted a security interest in all of
the assets of John J. Riley Company, Inc. (hereinafter, the
"Borrower"), a Massachusetts corporation with its principal
executive offices at 228 Salem Street, Woburn, Massachusetts.

2. The Creditor has this day sold the Business Assets (as
defined in a certain Asset Purchase Agreement of even date) to
the Borrower. Specifically excluded from such sale are all
Receivables annexed hereto as Exhibit "A" (hereinafter, the
"Receivables"). The Borrower has agreed to use its best efforts
to collect the Receivables for the account of the Seller. As a
result certain proceeds of accounts paid to the Borrower are to
be remitted to the Creditor and certain of such proceeds will
arise out of accounts of the Borrower. The Creditor and the Ban

heraby agree as follows with respect to the application of the proceeds of accounts received from customers common to both the Borrower and the Creditor (hereinafter, the "Customer"):

(a) If the Customer indicates which invoice payments are to be applied against, application shall be made in such manner requested by the Customer.

(b) If the Customer fails to indicate which invoice payments are to be applied against, the payment shall be applied to the oldest unpaid invoices.

4. All notice or other correspondence on account of the within Agreement shall be given to the following addresses, either of which may be changed upon seven (7) days prior written notice by certified mail, return receipt requested to the other given:

If to the Creditor:

Beatrice Foods Co.
Two North LaSalle Street
Chicago, Illinois

If to the Bank:

BayBank Middlesex
Seven New England Executive
Park
Burlington, Massachusetts

In witness whereof, the parties have executed the within Agreement on the date first above written.

BEATRICE FOODS CO.

BAYBANK MIDDLESEX

By 

Print Name: 9. JEROME BECKER

Title: ASSISTANT VICE PRESIDENT

By 

Print Name: HAROLD P. FELT

Title: VICE PRES

RIL2.03

Date: January 6, 1983

BayBank Middlesex
Seven New England Executive Park
Burlington, Massachusetts

Gentlemen:

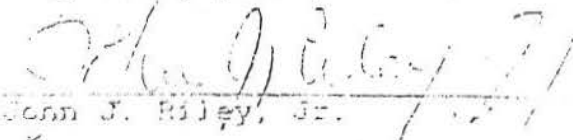
John J. Riley, Jr. and Diana W. Riley, John J. Riley Company, Inc., and Wildwood Conservation Corporation (hereinafter, jointly and severally, "Riley") are described as the Buyer in a certain Asset Purchase Agreement dated January 6, 1983, (hereinafter, the "P & S Agreement") pursuant to which the Seller, as defined in the preamble of the P & S Agreement (hereinafter, the "Seller") has sold certain of its assets to Riley.

Riley has requested that you establish certain loan arrangements. You have indicated that you will not establish such loan arrangements unless, among other things, Riley assigns to you as additional collateral security, all rights, remedies, powers, and discretions to which Riley becomes entitled hereafter against the Seller in respect of or arising out of the representations, covenants, warranties, and indemnifications given Riley by the Seller.

Since it is in the best business interests of Riley that said loan arrangements be established, Riley assigns to you hereby, as additional collateral security, all of such rights, remedies, powers and discretions, to which Riley becomes entitled in respect of or arising out of the representations, covenants, warranties and indemnifications given by the Seller and agrees that, in the event that monies thereunder become payable to Riley from the Seller on account thereof, you may, in your sole discretion in each instance, require the payment of such monies be directed to you, which discretion may be relied upon by the Seller in satisfaction of any obligations of the Seller to Riley with respect to such payments.

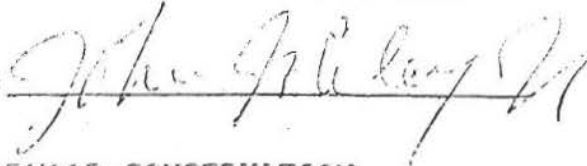
It is intended that this letter take effect as a sealed instrument.

Very truly yours,

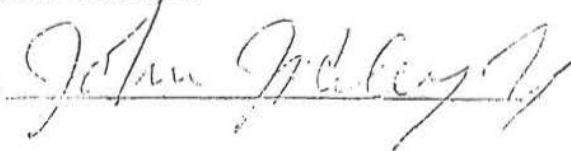

John J. Riley, Jr.


Diana W. Riley

JOHN J. RILEY COMPANY, INC.

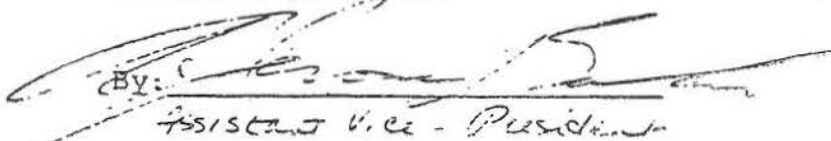
By: 

WILDWOOD CONSERVATION
CORPORATION

By: 

Agreed:

BEATRICE FOODS CO.

By: 
Assistant Vice-President

RIL1.03